X. Shebiit Chapter Ten

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The tractate's final chapter concerns an entirely new topic: the cancellation of debts by the Sabbatical year. The foundation of Mishnah's law is the injunction of Dt. 15:1-6, that every seventh year creditors must release debtors from their monetary obligations. This prevents poor Israelites from becoming destitute if they accumulate debts which they cannot repay. The primary interest of Mishnah's discussion is to define the circumstances to which Scripture's rule applies. This is worked out in two formally distinct units of law, M. 10:1-2 and 10:3-7, which together comprise the bulk of the chapter.

The several rules presented at M. 10:1-2 delimit the types of financial obligations subject to cancellation by the Sabbatical year. First, only loans, that is, simple advances of money, are cancelled. In keeping with Scripture's injunction, this assures that Israelites who are unable to repay their loans do not become indigent. Other types of debts, such as commercial credit, fines and damages, however, are not cancelled by the Sabbatical year. Releasing debtors from these sorts of payments would prevent shopkeepers from conducting their business or preclude injured parties from receiving just compensation. Moreover, not all types of loans are subject to cancellation (M. 10:3H-I). Secured loans remain collectable even after the Sabbatical year. This is because Mishnah's authorities regard the collateral as a temporary repayment of the loan until the borrower actually repays the money he owes. Since these loans are deemed not to be outstanding, they cannot be cancelled by the Sabbatical year. Finally, loans turned over to a court for collection are not cancelled. Scripture prohibits only the lender himself, not the court, from demanding payment of the loan (see Dt. 15:2). At M. 10:1I-L and 10:2A-E, Mishnah's authors present a separate criterion regarding the types of financial obligations cancelled by the Sabbatical year. The main point of these rules is to illustrate the principle of Dt. 15:1, "At the end of seven years thou shalt make a release..." It follows from the formulation of Scripture's injunction that all debts incurred before or during the seventh year are subject to cancellation, while those created even one day after that year has ended remain collectable. These rules also specify that commercial credit owed to shopkeepers and laborers is cancelled by the Sabbatical year, contrary to the rule of M. 10:1, discussed above. The purpose of the Sabbatical year, according to these rules, is to prevent Israelites from becoming burdened with any long-term debts, whether in the form of loans or of commercial credit.

An extended discussion of the prozbul, a legal fiction by which a lender may prevent his loans from being cancelled by the Sabbatical year, occupies M. 10:3-7. The prozbul is
a document that authorizes a court to collect outstanding loans on the lender's behalf. Since the court, rather than the lender himself, demands payment of the loan, this procedure technically does not violate Scripture's injunction (see M. 10:2H-I above). The institution of the prozbul, introduced at M. 10:3-4, is subject to several further qualifications, at M. 10:5-6. First, a lender may not write a prozbul in a manner which would infringe upon the rights of the borrower. Specifically, he may not post-date the document, by writing it on August 1, but dating it October 1, for example. This would permit him to collect loans he had not yet made when the prozbul was written and delivered to the court (M. 10:5A). Second, since a prozbul is written by a lender to protect his own financial interests, each lender must write a separate document (M. 10:5E-F). Finally, a prozbul may be written only if the borrower owns real estate. This property is regarded as a temporary repayment of the loan for the duration of the Sabbatical year. Since the loan is deemed not to be outstanding during that year, it is not cancelled. This enables the creditor, after the Sabbatical year has ended, to collect through the court the money owed him (see M. 10:2H-I above). An appendix to this rule, M. 10:6B-10:7, specifies what constitutes real estate for purposes of writing a prozbul.

The chapter's two closing rules, M. 10:8 and 10:9, form a fitting conclusion to the entire foregoing discussion. As we have seen, the chapter delineates ways in which creditors may collect the money owed them after the Sabbatical year, despite Scripture's injunction to the contrary. This has the effect of promoting stable and equitable monetary relationships among all Israelites. For the same reason, M. 10:8 and 10:9 claim that borrowers should honor their financial obligations, even if the Sabbatical year has released them from the legal duty to do so.

A. The Sabbatical year cancels a loan [whether recorded] in a document or not.¹
B. A debt [owed to a] shopkeeper [that is, commercial credit] is not cancelled [by the Sabbatical year].
C. But if [the shopkeeper] converted it [that is, the debt] into a loan,
D. lo, this [loan] is cancelled [by the Sabbatical year].
E. R. Judah says, "[Each time a customer makes a purchase on credit from a shopkeeper] the preceding (hrṣwn hrṣwn) [debt which he owed that shopkeeper] is cancelled [by the Sabbatical year. That is, when a new debt is incurred by the buyer, his former debt automatically becomes a loan. The Sabbatical year cancels this loan]."
F. The [unpaid] wage of a hired laborer is not cancelled [by the Sabbatical year].
G. But, if [the laborer] converted it [the amount of his wage] into a loan,
H. lo, this [loan] is cancelled [by the Sabbatical year].
I. R. Yose says "[As regards] any work which ends during the Sabbatical year--
J. "[the unpaid wage for such work] is cancelled [by the Sabbatical year]."
K. "But [as regards work] which does not end during the Sabbatical year [but rather after the Sabbatical year has ended],--
L. "[the unpaid wage for such work] is not cancelled [by the Sabbatical year. Since the obligation to pay this money was incurred only after the Sabbatical year ended, this obligation is not cancelled."

M. 10:1 (A: b. Git. 37a)

Mishnah's discussion of the remission of debts during the Sabbatical year is based on Deut. 15:1-2: "At the end of every seven years thou shalt make a release...•••Every creditor shall release that which he hath lent unto his neighbor." The pericope before us claims that only certain financial obligations are cancelled by the Sabbatical year. Mishnah's authorities distinguish loans, which are cancelled by the Sabbatical year, from commercial credit, which is not. Loans, whether written or oral, are simply advances of money given for the benefit of a needy borrower. The lender gains no financial benefit from the loan, for he may not charge interest to the borrower (Lev. 25:37; M. B.M. 5:1).

Debts incurred when people buy and sell goods (B) or services (F) on credit are another matter. These transactions benefit the creditor as well as the debtor, for shopkeepers and laborers must extend credit in order to conduct their businesses successfully. In light of this distinction between loans and commercial credit, we can understand the point of the rule at hand. Mishnah's authorities wish to protect the interests of the ordinary Israelite householder. They therefore permit the cancellation of loans, for this prevents people from becoming destitute if they repeatedly borrow money which they are unable to repay. Commercial credit, however, is not cancelled by the Sabbatical year. This permits Israelite shopkeepers and laborers to collect outstanding accounts, which is necessary for them to earn their livelihood. With the central point of the pericope in hand, let us now turn to the secondary materials at C-D+E, G-H, and 1-L.

Two parallel units of law, C-D and G-H, qualify the foregoing rule by indicating that a debtor and creditor may agree to convert an outstanding debt into a long-term loan. This loan then is cancelled by the Sabbatical year. At E, Judah explains one way in which commercial credit is converted into a loan. Each time a shopkeeper extends additional credit to a single customer, he forgoes his right to demand immediate payment of the previous debt. By doing so, he indicates that he regards this outstanding debt as an advance. It therefore is cancelled by the Sabbatical year, in accordance with the rule governing loans (A). As we shall see, T. 8:3 suggests another way in which people convert commercial credit into loans, by recording the amount of money owed.

Yose (I-L), contrary to the principle explained above, claims that the Sabbatical year cancels the obligation to repay commercial credit. This assures that Israelites do not become burdened with long-term debts which they cannot repay. His point, made through the contrast between I-J and K-L, is that only commercial credit owed before or during the Sabbatical year is cancelled. If an employer becomes obligated to pay his laborer's wages before the Sabbatical year ends, he need not pay them. Wages owed to a worker after the Sabbatical year has ended, on the other hand, still are collectable.
A. A debt [owed to a] shopkeeper is not cancelled [by the Sabbatical year] (= M. 10:1B). 3

B. Said Rabbi, "Obviously the words of R. Judah [that when a new debt is incurred by the buyer the former debt becomes a loan, M. 10:1E, refers to a case in which the shopkeeper] records the monetary value [of the purchase] (so V, ed. princ.; E reads: the quantity of produce; cf. C below). [Since the shopkeeper recorded this debt as if it were a loan, it is treated as such. Accordingly, the Sabbatical year cancels it].

C. "The words of sages [that a debt owed to a shopkeeper is not cancelled by the Sabbatical year (cf. A above) refers to a case in which the shopkeeper] records the [quantity of] produce [which the customer purchased but not the amount of money owed] (so V, ed. princ.; E reads: the amount of the purchase; cf. B above). [Since in this case the shopkeeper did not treat the debt as a loan, but as a purchase on credit, it is regarded as a debt. It thus is not cancelled even if the same customer makes a new purchase on credit. Therefore, M. 10:1B and E are not contradictory, but refer to two different situations]."

T. 8:3

T. reconciles the anonymous rule of M. 10:1B with Judah's ruling, M. 10:1E. As we recall, M. 10:1B rules that debts to shopkeepers are not cancelled by the Sabbatical year, while Judah (M. 10:1E) claims that under certain circumstances they are. T.'s point is that the way in which the debt is recorded is the decisive factor. Recording the value of a debt makes it into a loan. This is cancelled by the Sabbatical year, in line with Judah's ruling (B). If, on the other hand, the shopkeeper records only the amount of produce purchased, but not its monetary value, the rule of M. 10:1B applies (C).

A. A woman's marriage document [which stipulates the amount of money which her husband owes her if he either divorces her or dies]--

B. [if] she accepted partial payment [of this sum of money from her husband before the Sabbatical year] and converted to a loan [to him the remaining amount, that is, converted the rest of the amount owed her into a loan to her husband,]

C. lo, the Sabbatical year cancels [this loan].

D. [But if] she accepted partial payment and did not loan [the remaining amount to her husband, or if] she loaned [to her husband the full amount specified in her marriage document] and did not accept partial payment [of this sum,]

E. lo, the Sabbatical year does not cancel [this loan].

T. 8:4 (b. Git. 18a)

T. exemplifies M. 10:1's principle that monetary obligations are not cancelled by the Sabbatical year if this would leave the creditor with no means of financial support. This principle applies to loans which a woman makes to her husband for the value of her marriage document. This is because the marriage document is meant to assure a woman's
financial security in the event that her husband divorces her or dies. This point is made by the contrasting rules at A-C and D-E. The Sabbatical year does not cancel a woman's loan for the full value of her marriage document. Likewise, if a woman makes no loan to her husband at all, the Sabbatical year does not cancel his obligation to pay her. This would deprive her of the means to sustain herself (D-E). If, on the other hand, she has received part of the sum to which she is entitled, it is assumed that she can support herself. Accordingly, her loan for the remaining amount is cancelled by the Sabbatical year, as are ordinary loans (A-C).

10:2

A. One who slaughters a heifer and divides it [among purchasers] on the New year [of the year following the Sabbatical]--

B. if the month was intercalated [i.e., if the last month of the Sabbatical year had an extra day, so that the debt which the purchaser owed to the butcher in fact was incurred during the Sabbatical year],

C. [this debt] is cancelled [by the Sabbatical year].

D. But if [the month was] not [intercalated],

E. [this debt] is not cancelled, [because the debt was incurred after the Sabatical year had ended].


G. are not cancelled [by the Sabbatical year].

H. One who loans [money in exchange] for security and one who hands over his bonds to a court [for collection]--

I. [these loans] are not cancelled [by the Sabatical year].


Under certain circumstances, it is unclear whether or not the Sabbatical year cancels monetary obligations. This problem arises in three different cases, A-E, F-G and H-I, which I explain in turn.

The last month of the Sabbatical year sometimes is intercalated. When this happens, the first day of the eighth year also is the last day of the Sabbatical year itself. Since this day both is and is not part of the seventh year, it is unclear whether or not the debt at A was incurred before the end of that year, and so, should be cancelled. The answer is expressed in the contrasting rules at B-C and D-E. The intercalated day is regarded as part of the seventh year. A debt created on this day therefore is cancelled. Financial obligations incurred even one day after the Sabbatical year has ended, by
contrast, remain collectable (D-E). This unit of law, consistent with the position of Yose (M. 10:11-L), clearly contradicts M. 10:1A-B. Debts owed to a merchant, as well as loans, are subject to cancellation by the Sabbatical year.5

Monetary penalties and damages (F) serve to compensate people for some wrongdoing which they have suffered. Since they are neither loans nor payments of business obligations, it is not clear whether or not they are cancelled by the Sabbatical year. F-G states that they are not. This assures that the Sabbatical year does not prevent injured parties from collecting the compensation to which they are entitled.

The secured loan (H-I), presents a further case of ambiguity. Unlike simple advances of money, a secured loan entails no risk to the lender. If the borrower defaults, the lender has the right to retain the collateral which was given to him. For this reason, Mishnah's authorities regard this security as a temporary repayment of the loan until the borrower actually pays back the money he owes. Secured loans thus are never actually outstanding with the result that they cannot be cancelled by the Sabbatical year.

Loans turned over to a court are not cancelled for a quite separate reason. Dt. 15:2 states that creditors are prohibited from collecting debts after the Sabbatical year. Mishnah's authorities permit a court to collect the money on the lender's behalf, however, for this procedure technically does not violate Scripture's injunction. This legal fiction introduces the discussion of the prozbul, taken up in the pericopae that follow.

A. **One who loans** his fellow [money in exchange] for security, even if the debt is greater than [the value of] the security,

B. **lo, this loan is not cancelled [by the Sabbatical year]** [=M. 10:2H-I with slight variations],

T. 8:5

C. **One who loans** his fellow [money in exchange] for security or [who accepts] a note which contains a mortgage clause6 [i.e., whether the security consists of chattels or real-estate],

D. **lo, this loan is not cancelled [by the Sabbatical year]** [=M. 10:2H-I with slight variations],

E. Just as the Sabbatical year cancels a loan, so too it cancels an oath [with respect to a loan. That is, ordinarily if a borrower claims that he has repaid part of his loan and the lender claims that he has not, the former must take an oath to this effect. The Sabbatical year, however, cancels the obligation to take such an oath].

F. **Those [financial obligations] which the Sabbatical year cancels--the Sabbatical year likewise cancels an oath [concerning them].**

G. **And those [financial obligations] which the Sabbatical year does not cancel--the Sabbatical year likewise does not cancel an oath [concerning them].**

H. **R. Simeon says, "He [the creditor] cancels it, but his heirs do not cancel it,**
I. "As it is written, 'Every creditor shall release that which he hath lent unto his neighbor (Deut. 15:2)' [implying that the creditor may not collect a loan, but his heirs may].

T. 8:6

T. presents a catalog of rules which supplement Mishnah's discussion of financial obligations cancelled by the Sabbatical year. Two glosses of M. 10:2H-I, at A and C, make a single point. Mishnah's rule applies uniformly to all types of secured loans. The value or nature of the property used as security does not alter the status of the loan. E-G is obvious. Since the Sabbatical year cancels loans, the oaths serve no purpose. H-I carries forward the point of M. 10:2H(2). The creditor himself is forbidden from demanding payment of a loan after the Sabbatical year. The creditor's heirs, like his agents, are not bound by this rule.

10:3-4

A. [A loan against which] a prozbul [has been written, thereby authorizing a court to collect the loan on the lender's behalf,] is not cancelled [by the Sabbatical year].

B. This is one of the things which Hillel the Elder instituted.

C. When he saw that [shortly before the Sabbatical year began] people refrained from lending one another money [because they knew that their loans would be cancelled and they would lose their money,]

D. [with the result that] they transgressed that which is written in the Torah, "Beware lest you harbor the base thought . . . [and so you are mean to your kinsman and give him nothing" (Dt. 15:9),]

E. Hillel instituted the prozbul. [By allowing courts to collect outstanding loans on behalf of the creditor, this document enabled lenders prior to the Sabbatical year to grant loans that would not be cancelled.]

F. This is the text of the prozbul:

G. "I transfer (mwr) to you, Messrs. X and Y, judges in such-and-such a place, every debt (reading with Sifre Deut., 113: kl: all MSS read: kl) which I have [i.e., which is owed to me] so that I may collect [the money owed me] anytime I wish."

H. And the judges or the witnesses sign below.

M. 10:3 (A-E: b. Git. 36a; B-D: Sifre Deut., 113)

M. 10:4 (A-C: b. Git. 36a; B-C: b. Git. 32b-33a; Sifre Deut., 113; y. Sanh. 5:5[23a])
A prozbul creates a legal fiction whereby creditors may collect outstanding loans which otherwise would be cancelled by the Sabbatical year. The creditor drafts a document designating a court as his agent to collect money owed by his debtors. This procedure is permitted, for Scripture prohibits only the creditor himself from collecting loans after the Sabbatical year begins. The court, however, may demand payment of the money and then turn it over to the lender (see M. 10:22-1). This rule regarding the prozbul at A brings in its wake supplementary materials which explains the origin and purpose of this institution (B-E) and provides the basic text of the document (F-H).

A. R. Judah says, "[Regarding] a prozbul which is [witnessed beneath each line of text, and then] folded [that is, the text is written on alternate lines leaving spaces for the witnesses to sign beneath each line of the text. The document is then folded so that the text reads continuously, while the signatures of the witnesses are on the lines which are folded back]."

B. The judges sign inside [that is, at the bottom of the text] and the witnesses sign outside, [that is, on the lines which are folded back]."

C. They said to him, "Acts of the court [such as the prozbul] do not require validation [by witnesses]."

T. 8:7

T. takes up the topic of M. 10:4H, the witnessing of a prozbul, but raises a new issue. What is the proper procedure for witnessing a folded prozbul? As a folded document, it must be signed by witnesses beneath each line of the text (cf. M. B.B. 10:1). M. 10:4H, however, specifies that a prozbul must be signed at the bottom of the entire text. Judah concludes that a folded prozbul must be witnessed in accordance with both procedures. The witnesses sign beneath each line and the judges at the bottom of the page (A-B). C rejects the position that a prozbul, folded or otherwise, requires the signatures of witnesses. As an act of the court, it is signed by the judges alone.

10:5

A. An ante-dated prozbul is valid. [By placing an earlier date on the prozbul the creditor limits his own right to collect loans outstanding between the date recorded on the document and the date on which it actually was written].

B. But a post-dated prozbul is invalid. [By placing a later date on the prozbul, the creditor would gain the right, to which he is not entitled, to collect loans which he had not yet made at the time the document was written].

C. Ante-dated bonds are invalid. [By ante-dating the document, the creditor gains rights, to which he is not entitled, against the property of his debtor].

D. But post-dated bonds are valid. [By post-dating the document, the creditor voluntarily restricts his own legal rights against his debtor's property].
E. [If] one person borrows money from five persons, he writes a [separate] prozbul for each [of the creditors].

F. [But if] five persons borrow money from one [creditor], he writes a single prozbul for all [of the debtors].

M. 10:5 (A: y. B.B. 10:10 [17d]; B: b. R.H. 2a, 8a; b. B.M. 17a, 72a; b. B.B. 1.57b, 171b; b. Sanh. 32a)

Two separate units of law, A-D and E-F, address a single topic, the proper procedure for writing a prozbul. Since these rules make quite distinct points, however, I explain them separately. The central principle of the opening unit (A-B/C-D) is that a creditor may not date either a prozbul or a bond in a way that would allow him to collect money to which he is not entitled. In the case of the prozbul, this means that a creditor may not post-date the document, for example, by drafting it on August 1, but dating it October 1. This is because, as we know from M. 10:3-4, a prozbul gives a creditor the right to collect only loans that he made before the date on which the document in fact was written and delivered to the court, in this case, on August 1. Dating the prozbul October 1, therefore, would allow the creditor to collect loans that he made after the time that he wrote the document. This is prohibited. A creditor may, however, ante-date a prozbul. If he writes the document on August 1, but dates it as of June 1, for example, he has merely restricted his own rights to collect outstanding loans. That is to say, by dating the document June 1, he forfeits his own right to collect any loans he may have made between June 1 and August 1.

The principle spelled out above for the case of the prozbul likewise determines the proper manner of dating other financial instruments, such as a bond. This document gives a creditor a lien against the property of his debtor, including property which the debtor sells to a third party after the date of the bond. If the debtor defaults, the creditor may foreclose on any property he owned at the time when the bond was executed, even if the debtor subsequently sold this property to others. A creditor thus may not pre-date a bond, by writing it on August 1, but dating it, for example, on June 1. Pre-dating would give the creditor the power to foreclose on property which the debtor sold before August 1, the date when the bond actually was written. This would be unfair to the person who bought property from the debtor on the assumption that there were no liens against it. If a creditor post-dates his bond, however, by writing the document on August 1, but dating it October 1, he merely forgoes certain of his rights against the debtor's property. Now, if the debtor defaults on the loan, the creditor may not foreclose on any property which the debtor sold between August 1 and October 1, as he would otherwise be entitled to do.

The point of E-F is clear in light of M. 10:3-4's discussion of the purpose of the prozbul. Since a creditor writes a prozbul to secure his loans from being cancelled, each lender must draft a separate document. This rule is implicit in the very wording of the prozbul, given above at M. 10:4G.
A. They write a prozbul only on [condition that the borrower owns] real estate. [The borrower's land is regarded as a temporary repayment of the loan for the period of the Sabbatical year. This renders the loan exempt from cancellation (see M. 10:2H-1) and enables the lender, by means of the prozbul, to collect the money owed him.]

B. If [the borrower] has no [land,]

C. he [the lender] transfers [to the borrower] some [minuscule] amount [of property] from his field [which enables the lender to write a prozbul].

D. If [the borrower] had a field in the locale (beyr) [which he was holding] as security [for another loan, which was owed him,]

E. they write a prozbul relying upon [such property].

F. F. Huspit says, "They write [a prozbul] (1) concerning a man [who has borrowed money] relying upon his wife's property and (2) concerning orphans [who have borrowed money] relying upon the property of [their] guardians."

The pericope spells out conditions under which a prozbul may be written, thereby enabling a lender to collect loans which otherwise would be cancelled by the Sabbatical year. To understand the central point, expressed at A, we must begin by explaining the role of the borrower's land in achieving the purpose of the prozbul. The importance of land, in the view of Mishnah's framers, is that, unlike other forms of property, it has indeterminate value. Even the smallest piece of real estate is potentially equal in value to any outstanding loan. Thus, a minuscule quantity of the borrower's land would suffice to serve as security against any loan, regardless of the amount. To understand the importance in the present context of securing a loan, let us return briefly to the rule at M. 10:2H-1. That pericope specifies that secured loans are not cancelled by the Sabbatical year. The borrower's collateral serves as a temporary repayment of the loan until he actually returns the money he owes. Since a loan which has been secured is not regarded as outstanding, it cannot be cancelled by the Sabbatical year. Similarly, in the rule at A, a small piece of the borrower's land functions like security. It is regarded as a temporary repayment of the loan for the duration of the Sabbatical year, and so prevents the loan from being cancelled. This legal fiction is formalized through the writing of a prozbul. This document enables the lender, through the court, to collect the money owed him, as provided by the rule at M. 10:3-4.

With the main point of the pericope in hand, we turn now to the secondary developments, at B-C, D-E and F. These rules provide that, even if the borrower in fact owns no real estate, a prozbul may be written. At B-C, the lender simply gives the borrower a small share of his own land. Since, as I said, even a minuscule quantity of land is deemed to have immeasurable value, the creditor may then write a prozbul against the loan. This rule underscores the function of the borrower's land, as I explained it above.
This small piece of real estate does not actually serve as security, for, if this were so, the borrower could not use the lender's land to secure his loan. Rather, the notion that even a sliver of land can take the place of the loan for the duration of the Sabbatical year is a legal fiction which enables lenders, by means of the *prozbul*, to collect outstanding loans. The point of D-E is that having a claim against land belonging to another party is equivalent to actual ownership for purposes of writing a *prozbul*. If a debtor has a lien against real estate belonging to a third party, his creditor may write a *prozbul* against his loan. Huspit's lemma, F, builds upon this principle. A *prozbul* may be written against a borrower who derives benefit from the real estate of others, even if he has no legal claim upon it. This applies equally to a husband, who enjoys the usufruct of his wife's property, and to orphans, who derive financial support from the property belonging to their guardians.

A. Five persons who [each] borrowed money [for themselves from a single lender and recorded their loans] in a single document, 11
B. for each [of the borrowers] who owns real estate, they write a *prozbul*,
C. but for each [of the borrowers] who does not own real estate, they do not write a *prozbul*.
D. R. Simeon b. Gamaliel says, "Even if only one [of the borrowers] owns real estate, they write a *prozbul* [for all five of the borrowers together]."

T. 8:8

Five people take out separate loans, but agree to simplify their transactions by borrowing simultaneously from a single lender. At issue is whether their activity constitutes a joint venture. B-C's point is that it does not. In accordance with the rule of M. 10:6, therefore, *prozbuls* may be written only for those borrowers who secure their loans with real estate. Simeon b. Gamaliel, D, disagrees. Since the five borrowers act together, one piece of land may be used as security for all of the loans together.

A. If the borrower owns real estate, but the lender does not, 12
B. they write a *prozbul* against [such a loan],
C. [But] if the lender owns real estate, but the borrower does not,
D. they do not write a *prozbul* against [such a loan],
E. [If] he [i.e., the borrower] does not own real estate,
F. but his bondsmen or his debtors do own real estate,
G. they write a *prozbul* against [such a loan].

T. 8:9 (E-G: b. Git. 37a)

H. [The soil within] a perforated pot [sitting on the ground has the same status as real estate and so] they write a *prozbul* against it.
I. [But a pot which is] not perforated, [even though it sits on the ground], they do not write a prozbul against it.

J. R. Simeon says, "Even [a pot which is] not perforated, they write a prozbul against it." ¹³

K. R. Huspit says, "They write a prozbul for a woman against her husband's property." ¹⁴ [cf. M. 10:6F]

L. At what time [of year] do they write a prozbul?

M. Shortly before the New Year of the Sabbatical year (so V, ed. princ.; E reads: shortly before the New Year of the year following the Sabbatical).

N. [If] they wrote [a prozbul] shortly before the New Year of the year following the Sabbatical, even if he [i.e., the lender] afterwards goes and tears up [the document], the [lender] may continue to collect [the loan] at any time [in the future] (lzmn mrwbh).

O. Rabban Simeon b. Gamaliel says, "Every loan made after the writing of a prozbul, "lo, it is not cancelled [by the Sabbatical year]." ²¹

T. 8:10 (H-I: b. Git. 37a)

T.'s catalog of rules concerns the circumstances under which a prozbul may be written, the topic of M. 10:6. Each of these rulings makes its own point, and so must be explained separately.

A-D simply spells out what M. 10:6A assumes. Since the borrower, not the lender, owes money, he is the party who must have real estate with which to secure the loan. E-G reiterates the point of M. 10:6D-E. The lender may write a prozbul if the borrower has a lien against the property of others.

The dispute of H-I vs. J concerns whether soil contained within a non-perforated pot has the status of real estate. If so, a prozbul may be written against it, in accordance with the rule of M. 10:6A. H-I's point is that soil is deemed to be land only if it physically is attached to the ground. Lenders may write a prozbul only against a perforated pot, for the soil within a non-perforated pot does not touch the ground. Simeon, J, rejects this distinction. All soil has the same status as the ground from which it was taken. Soil in any type of pot therefore is equivalent to real estate against which a prozbul may be written.

K transposes the wording of the lemma attributed to Huspit at M. 10:6F, that a prozbul may be written "for a man against his wife's property." Both rules, however, make the same point, carrying forward the principle of M. 10:6D-E and T. 8:9E-G above. If a borrower has a lien against the property of others, the lender may write a prozbul to protect his loan from being cancelled by the Sabbatical year. Thus, a prozbul may be written for a woman borrower whose husband owns real estate, for she has a claim against this property. If the husband dies, she may sell his property to raise money for her maintenance and for the value of her marriage contract (see M. Ket. 11:2).
The question at L is answered in two parts, M and N-P. A prozbul may be written either before the Sabbatical year begins or before it ends. The point of the rule as a whole is to distinguish that which is proper de jure from that which is permitted de facto. A prozbul should be written prior to the Sabbatical year, before loans are cancelled (M). Nonetheless, if the lender wrote the document during the Sabbatical year itself, it is deemed valid de facto (N-P). O's point is that a prozbul serves its purpose only during the Sabbatical year. After that year is over, the loan no longer is subject to cancellation and so the lender has no further need for the document.

Simeon, Q-R, rules that a prozbul works prospectively as well as retroactively. That is, he holds that it secures all the lender's loans from cancellation, those made after the writing of the document as well as those made beforehand. This contrasts sharply with the anonymous rule at M. 10:5A, that a prozbul protects only loans made before the document is written.

M. 10:7 (=M. Uqs. 3:10; b. B.B. 65b, 80b; T. Uqs. 3:16)

A. [As regards] a bee hive [which sits on the ground but is not attached to it]15--

B. R. Eliezer says, "Lo, it [has the same status] as real estate, and [therefore],

(1) "they write a prozbul against it [cf. M. 10:4,]
(2) "it is not susceptible to uncleanness [so long as it remains] in its place,
(3) "and one who removes [honey] from it on the Sabbath is liable [for violating the prohibition against reaping; cf. M. Shab. 7:2]."

C. But sages say, "It does not [have the same status] as real estate, and [therefore],

(1) "they do not write a prozbul against it,
(2) "it is susceptible to uncleanness [even if it remains] in its place,
(3) "and one who removes [honey] from it on the Sabbath is exempt [from violating the prohibition against reaping]."

The dispute concerns whether a bee hive that sits on the ground has the status of real estate. On the one hand, it should fall into the category of chattels, for it is not actually attached to the ground. Nonetheless, bee hives remain stationary for long periods of time and so might have the same status as the ground on which they sit. Eliezer, B, takes the latter position. Since a bee hive constitutes real estate, a prozbul may be written against a borrower who owns a hive, in accordance with M. 10:6A (B1). The rule at B2 relies on the notion that only movable objects, such as vessels, can become unclean. So long as the hive remains stationary then, it is not susceptible to uncleanness. Finally, since Eliezer regards a bee hive as land, gathering its fruit constitutes reaping (B3). This is forbidden on the Sabbath according to M. Shab. 7:2. Sages, by contrast, view a bee hive as movable property and all the rest follows (C). The entire dispute appears here because it refers to the conditions under which a prozbul may be written, the topic of the preceding pericope.
A. One who repays a debt during the Sabbatical year [even though he has no legal obligation to do so]—

B. [the lender] must refuse to accept payment and say to him, "I cancel [the debt]."

C. [If the borrower then] said to him, "Even so [I will repay it],"

D. he may accept it from him.

E. As it is written, "And this is the word of remission" (Deut. 15:2). [This verse provides a basis for the rule at A-D, that the lender must verbally notify the borrower that the latter is not obligated to repay the loan].

F. Likewise [the same rule applies in the following case]:

G. A murderer who went into exile in a city of refuge (cf. Num. 35:9-24),

H. and whom the inhabitants of the city wished to honor,

I. must refuse to accept the honor and say to them, "I am a murderer."

J. [If then] they said to him, "Even so [we wish to honor you],"

K. he may accept [the honor] from them.

L. As it is written, "And this is the word of the murderer." (Deut. 19:4). [This verse provides a basis for the rule at G-K that the person must verbally notify the residents of the city that he is a murderer and so not entitled to receive the honor].

M. 10:8 (A-E: Sifre Deut., 112; b. Shab. 148b; b. Git. 37b; F-L: M. Mak. 2:8; Sifre Deut., 181; b. Mak. 12b; T. Mak. 3:8)

A borrower may choose to repay a loan even though the Sabbatical year has released him from the responsibility to do so. His creditor, however, has no right to this payment and may accept the money offered to him only after he apprises the borrower of this fact. This assures that the borrower understands that his payment is strictly voluntary (A-D). The formally parallel rule at G-K makes a similar point. A murderer may accept the honor offered him provided he first informs people that he is not entitled to it. E and L provide two similarly-worded Scriptural verses as prooftexts for these rules.

10:9

A. [As regards] one who repays a debt during the Sabbatical year [even though he has no legal obligation to do so]—

B. the sages are pleased with him.

C. One who borrows [money] from a convert whose children converted with him need not repay [the money owed the father] to his children [if the father dies before the loan comes due. Upon conversion, the father and his children are regarded as born again, with the result that their prior familial ties are not recognized by the law.
The children thus do not share in his estate and so are not legally entitled to receive the money owed to their father.\textsuperscript{19}

D. But if [the debtor] repaid [the children, for a debt owed to their father, even though he was not legally obligated to do so,]

E. the sages are pleased with him.

F. All chattels are acquired through drawing [them into one's possession.\textsuperscript{20} That is, only when the buyer draws the item that he purchases toward him is the transaction formally concluded.]

G. But [as regards] anyone who stands by his word [and does not withdraw from a sales agreement before the buyer has drawn the item toward him, even though either party to the transaction has the legal right to do so]--

H. the sages are pleased with him.

M. 10:9 (C-E: b. Kid. 17b)

People should conduct commercial transactions in a manner which goes above and beyond their minimum legal obligations. This point, exemplified in three parallel cases, is expressed by the repeated apodosis at B, F and H, "the sages are pleased with him." Responsible people repay their debts, even if they have no legal duty to do so (A-B, C-E). Likewise, parties to a sales agreement should conduct their transactions honorably. Each party should stand by the terms of the initial agreement, even if fluctuations in the market would make it more profitable for him to withdraw from the transaction (F-H). The pericope as a whole is included here on account of the rule at A-B concerning the repayment of debts during the Sabbatical year.

A. [As regards] (1) a thief, (2) one who lends money at interest [in violation of the law] or (3) [robbers] who repented and returned that which they improperly had acquired--

B. anyone [among the original owners] who accepts [such money or goods] from them [any of the people listed at A]--

C. the sages are not pleased with him.

T. 8:11 (b. B.Q. 94b)

A criminal offers to return stolen goods or money to the original owners. Although they legally are permitted to accept this offer, they should not do so. This would minimize the gravity of the transgressions and consequently encourage the criminal to continue his illegal activity.\textsuperscript{21} This rule supplements M. 10:9, further exploring the relationship between legal and moral responsibilities.